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Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

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May 13, 2013

VIA US MAIL

Jo Cherie Overcash, Hydrogeologist
Brownfields Program
Bureau of Land and Waste Management
8911 Farrow Road
Columbia, South Carolina 29203

Re: Park Sterling Bank/Emerald Road Project
HSB File No. 33441.122

Dear Jo Cherie:

Enclosed please find the Voluntary Cleanup Contract as executed by Randall J. White of Park Sterling Bank. Please let me know if you have any questions.

Sincerely,



Carlisle Roberts, Jr.

CR/ajw
Enclosures

**VOLUNTARY CLEANUP CONTRACT
13-5678-NRP**

**IN THE MATTER OF
MOORE BUSINESS FORMS SITE, GREENWOOD COUNTY
and
PARK STERLING BANK**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Park Sterling Bank, with respect to the Property located at 1415 Emerald Road, Greenwood, South Carolina. The Property includes approximately 64.32 acres identified by Tax Map Serial Number 6877-109-21 (35.66 acres) and TMS 6876-183-935 (28.66 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of February 15, 2013, and any amendments thereto, by Park Sterling Bank, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as

amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "Park Sterling" means Park Sterling Bank.
- B. "Beneficiaries" means Park Sterling's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Park Sterling or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS # 6877-109-021	35.66 Acres – Northern Tract
E. W. Milford and W. P. Watkins	September 1947- 1968
County of Greenwood	1968 – January 1984
National Realty Sales	January 1984 – February 1996
Pierce and Betty Stockman	February 1996 – January 2008
The Barnabus Fund	January 3, 2008 – January 30, 2008
Emerald Road Project, LLC	January 30, 2008 – Present

TMS #6876-183-935	28.66 Acres – Southern Tract
Grace Emmett	December 1925
E. W. Milford	July 1948
County of Greenwood	1964
Moore Wallace North America	December 27, 2005 Owner
Moore Business Forms	Operator: 1965 – YEAR?
RR Donnelley	
Emerald Road Project, LLC	December 28, 2005 – Present
Tech-Wood USA, LLC	2003 – July 2011 Operator

B. Property and Surrounding Areas: The Northern Tract is located at the intersection of Hillcrest Farm Road and Old Brickyard Road to the north and west; industrial property to the east; and the railroad right-of-way to the south with the Southern Tract beyond. The Southern Tract has a triangular shape bounded generally by the railroad right-of-way to the north with the Northern Tract beyond; industrial property to the east; and Emerald Road to the south. The Northern Tract has been prepared for a planned industrial center to include access roads, grading, utilities, storm drain systems, public water and sewer and building pad sites. The Southern Tract has an approximately 120,650 square foot building, of which 99,000 square feet is warehouse. There are associated asphalt and concrete parking and drives.

C. History of the Southern Tract

This Parcel was undeveloped until Moore Business Forms, Inc. ("Moore Business") constructed a 75,000-square foot building on the site and began business form printing operations at the site in 1965. In 1969, Moore Business Forms expanded the building by 45,000 square feet. Moore Business operated at the site from approximately 1965 to 2003.

Moore Business was a Resource Conservation and Recovery Act (RCRA) small quantity generator of hazardous waste with identification SCD041385477. Operations included film developing units and a silver recovery system; oil storage and a maintenance shop; a carbon melting room; a welding area; hazardous waste storage area; press area; floor drains with underground piping; and a drainage field. All the manufacturing equipment used by Moore Business was removed from the building prior to its acquisition by Emerald Road Project, LLC (ERP).

ERP was an owner of the Property and Tech-Wood USA, LLC (Tech-Wood) was an operator. Tech-Wood operated on the Property between 2006 and 2011. However, according to a March 2009 Amendment to Oversight Contract 09-5678-OC with the Department, neither ERP nor any tenant of ERP occupied the area of the Property where the contamination was discovered. Tech-Wood was a manufacturer of wood polymer composite products. Some products and materials used by Tech-Wood remain on the Property.

D. Environmental Conditions of the Property

In May 2006, Davis & Floyd conducted a limited Phase II Environmental Site Assessment (ESA) at the site in association with a financial transaction involving the Property. The Phase II ESA data indicated groundwater and soil contamination on the Southern Tract. The Phase II ESA included four (4) sampling locations on the Southern Tract and four (4) sampling locations on the Northern Tract. The following contaminants were detected in the soil and/or groundwater at a sampling location in the general area of the loading dock ("Boring MW-1") on the Southern Tract: tetrachloroethylene (PCE), ethylbenzene, toluene, xylene, cis-1,2-dichloroethene (DCE), and trichloroethene (TCE).

In December 2006, ERP engaged Davis & Floyd to conduct additional assessment of the groundwater and soil contamination under the supervision of the Department. Prior to the December 2006 sampling event, Davis & Floyd interviewed former employees of Moore Business to determine the potential source of the contamination discovered at Boring MW-1. These interviews revealed that during the course of Moore Business Forms' operations at the site, at least one spill had occurred in the general area of the loading dock in a room labeled as "carbon coating area" on the original facility drawings. According to these drawings, the floor drain in this room connected to a gravel drainage pit located in the area in which Boring MW-1 was located ("Drainage Field"). Davis & Floyd also discovered that additional floor drains in the building were connected to a concrete trench which ran along the north side of the building and connected to four drains which emptied into a ditch on CSX Railroad property just beyond the northern border of the Southern Tract.

The December 2006 sampling event included the following which were tested for volatile organic compounds: five (5) soil borings (with samples taken at various depths) in the area of Drainage Field; eight (8) soil borings in the area of the concrete trench on the north side of the building; one (1) soil boring on the south side of the building adjacent to the underground piping from a floor drain; one (1) groundwater vertical profile boring in the general area of Drainage Field; and four (4) groundwater monitoring wells in the general area of Drainage Field. The sampling results were reported as follows

- a. Soil borings in area of Drainage Field. The following contaminants were detected in one or more of the samples: PCE, TCE, xylenes, 1,1,1-trichloroethene, DCE, toluene, 1,1,2-trichloroethane, ethylbenzene, 2-butanone (MEK), 2-hexanone (MBK), 4-methyl-2-pentanone (MIBK), and acetone. PCE and

TCE in samples at one sampling location were reported at levels above the EPA Region IX Preliminary Remediation Goals for industrial soil (PRGs). All other contaminants detected were below PRGs.

b. Soil borings on the north side of building. PCE was detected at one sampling location, but was reported at a level below PRGs.

c. Soil boring on the south side of building. No contaminants were detected in the sampling at this location.

d. Groundwater vertical profile boring in Drainage Field area. The following contaminants were detected in samples from this sampling location: PCE, TCE, 1,1,1-trichloroethene, chloroform, DCE, toluene, and acetone. PCE and TCE were reported at levels above the EPA Drinking Water Maximum Contaminant Levels (MCLs). All other contaminants detected were below MCLs.

e. Groundwater monitoring wells in Drainage Field area. The following contaminants were detected in one or more of the samples: PCE, TCE, chloroform, 1,1,1-trichloroethene, DCE, toluene, MEK, MIBK, and acetone. PCE and TCE were reported at levels above MCLs in samples from all four (4) wells. All other contaminants detected were below MCLs.

With the Department's approval, ERP conducted *in situ* remediation of the impacted soil in the area of Drainage Field in September 2008. Approximately 500 gallons of diluted sodium permanganate solution was introduced in the impacted area through multiple borings at a depth of approximately twelve (12) feet. An October 30, 2008 sampling event was conducted to assess the effectiveness of the *in situ* soil treatment. None of the target compounds were detected in a composite sample of multiple soil borings.

In 2010 RR Donnelley, Inc. conducted an investigation to evaluate the extent of impact to soil and groundwater on the Southern Tract. Five subsurface soil samples were collected directly above the water table and groundwater samples were collected from newly installed monitoring wells MW-05 through MW-09. The samples were analyzed for the USEPA Target Compound List volatile organic compounds (VOCs). PCE, TCE, acetone, and chloroform were detected; no contaminant was detected in subsurface soil at concentrations greater than its respective soil screening level. PCE and TCE were both detected in groundwater at concentrations greater than their respective maximum contaminant level (MCL).

According to a January 2011 *Assessment Summary Report* by S&ME, the 20 ft. x 30 ft. treated source area (pits and source area soils) was excavated in early 2009 to a depth of approximately 8 feet. Two hundred forty-seven (247) tons of soil was removed. Confirmatory samples were collected. The excavation area was backfilled and compacted with clean fill. Monitoring wells MW-2, 3, and 4 were abandoned during this excavation. This Report addresses the four types of floor drains at the facility:

- Sanitary sewer floor drains;
- Area floor drains that discharged to the north and south sides of the building. These drains were investigated in 2006 and no contamination was reported;
- Three floor drains in the former carbon coating area discharged to the Drainage Pit, which is the source area that was excavated. These floor drains have been filled with cement.
- The Oil Trench originally installed in the manufacturing area was reportedly not used because each printing press was equipped with drain pans. The Oil Trench was later filled with concrete.

According to the *Environmental Site Assessment Report*, dated February 2012, RR Donnelley conducted an additional investigation in 2011 to evaluate the horizontal and vertical extent of the VOCs in groundwater that included monitoring on the Northern Tract (hydraulically downgradient) and sampling of the nearby surface water bodies. Intermediate depth well MW-08I was installed adjacent to shallow MW-08 on the Southern Tract and intermediate depth wells MW-11I, -13I, -16I, and 17I were paired with the four existing shallow saprolite wells on the Northern Tract. A creek and spring north of the site, which flow into Coronaca Creek, and a creek south of the Site, which flows into Wilson Creek, were sampled. Five samples were collected from the creek and spring north of the Property and four samples were collected from the creek that discharges to Wilson Creek.

The results of this expanded sampling indicate that the Property is located on a topographic and hydraulic divide so that groundwater flow is both to the northeast and to the south. Vertical groundwater flow in all well pairs, except MW-013I / 013D, is downward. The Report states that there is no evidence that groundwater is discharging to the spring or creeks. The source of the VOC groundwater impact appears to be focused in the shallow MW-05 and MW-8 area at the loading dock on the Southern Tract. Impact has migrated to shallow MW-16 on the Northern Tract, to intermediate wells MW-08I, 16I and 11I as well as to the deep wells located at MW-11D and MW-17D locations. No VOCs were detected in the surface water samples from the creek and spring north of the site; PCE was detected in the southern creek SSW-01 location at 7.6 micrograms per liter ($\mu\text{g/L}$) and in the SSW-02 location at 2.1 $\mu\text{g/L}$. The MCL for PCE is 5.0 $\mu\text{g/L}$.

E. ERP Oversight Contract

In 2009 ERP entered into Oversight Contract 09-5678-OC, as amended, with the Department. ERP sought the Department's oversight of its continued efforts to take reasonable steps to stop any continuing release associated with the Existing Contamination, to prevent any threatened future release associated with the Existing Contamination, and to prevent or limit human, environmental, and natural resource exposure to the Existing Contamination.

F. Applicant Identification: Park Sterling is a North Carolina bank with its principal place of business located at 1043 E. Morehead Street, Charlotte, North Carolina 28204. Park Sterling affirms that it has the financial resources to conduct the response action pursuant to this Contract.

G. Proposed Redevelopment: Park Sterling will acquire the Property through foreclosure and intends to market the Property at the earliest commercially reasonable opportunity for commercial/industrial redevelopment.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Park Sterling certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site. Park Sterling certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. Park Sterling has had no previous participation in management or involvement in operations at the Site, including but not limited to any activities that may have resulted in any Existing Contamination at the Site. Park Sterling was a lender/creditor to Emerald Road Project, LLC and currently holds a Note secured by a Deed of Trust on this Property.

RESPONSE ACTION

4. Park Sterling agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Park Sterling, or its designee, within one hundred eighty (180) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Park Sterling, or its designee in accordance with the schedule provided in the initial Work Plan. Park Sterling acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Park Sterling agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Park Sterling may seek an amendment of this Contract to clarify its further responsibilities. Park Sterling shall perform all actions required by this Contract, and any related actions of Park Sterling's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Park Sterling shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of

Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of Park Sterling's consulting firm(s), analytical laboratories, and Park Sterling's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). Park Sterling shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Park Sterling in writing of approvals or deficiencies in the Work Plan.
- 8). Park Sterling, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Park Sterling shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Park Sterling shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Park Sterling shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include

drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Park Sterling shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Park Sterling shall characterize any Waste Material and Segregated Sources that may be on the Property (drums, totes) and/or discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.

- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Park Sterling shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). Park Sterling shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Park Sterling shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Park Sterling shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Park Sterling shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Park Sterling, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Park Sterling shall collect and analyze a minimum of four (4) soil samples from two (2) locations on the Property. Park Sterling shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). A location on the Northern Tract to provide background data. These samples should be analyzed for TAL Metals.
 - b). In the oval area located to the east of the north corner of the manufacturing building at the woodland as depicted on the 2003 Aerial Photograph. These samples should be analyzed for the full suite of TAL/TCL parameters.

- 2). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Park Sterling shall assess groundwater quality and verify the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of four (4) existing monitoring wells.
 - a). Monitoring well pair MW-16 and MW16-I on the Northern Tract shall be redeveloped and a sample from each well shall be collected to be analyzed for TAL VOCs.
 - b). A groundwater sample from existing shallow monitoring well MW-08 on the Southern Tract shall be collected and analyzed for the full suite of US EPA TAL/TCL parameters.
 - c). A groundwater sample from existing shallow monitoring well MW-05 on the Southern Tract shall be collected and analyzed for TAL-Metals, VOCs, and SVOCs.
- 2). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Park Sterling shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.

- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow Park Sterling to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). Park Sterling shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted and/or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Park Sterling shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.

- a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Park Sterling shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Park Sterling shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. Park Sterling may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Park Sterling shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - ii. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - iii. Upon completion of any corrective measures, Park Sterling shall provide a Corrective Measures Report to document satisfactory

completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). Park Sterling shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Park Sterling shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. Park Sterling shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). Park Sterling agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Park Sterling.

PUBLIC PARTICIPATION

6. Park Sterling and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Park Sterling.
- B. Park Sterling shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign will state "Voluntary Cleanup Project by Park Sterling under Voluntary Cleanup Contract 13-5678-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Park Sterling. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). Park Sterling shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). Park Sterling agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). Park Sterling shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.

- 6). The sign(s) may be removed to accommodate building or grading activities; however, Park Sterling shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Park Sterling shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Park Sterling shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Park Sterling shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Park Sterling or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use; to maintain the existing building and pavement as an engineering control; and to prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to Park Sterling. An authorized representative of Park Sterling or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. Park Sterling or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. Park Sterling or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
 - D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, Park Sterling or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Park Sterling or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). Park Sterling or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Park Sterling or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Park Sterling acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Park Sterling or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said

amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash, Project Manager
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

- B. All correspondence and notices to Park Sterling shall be submitted to Park Sterling's designated contact person who as of the effective date of this Contract shall be:

Randall J. White, Senior Vice President
Park Sterling Bank
216 Adley Way
Greenville, South Carolina 29607

FINANCIAL REIMBURSEMENT

11. Park Sterling or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Park Sterling on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Randall J. White, Senior Vice President
Park Sterling Bank
216 Adley Way
Greenville, South Carolina 29607

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. Park Sterling agrees the Department has an irrevocable right of access to the Property for environmental response matters after Park Sterling acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Park Sterling or its Beneficiaries for the Property under this Contract as follows:
- A. Park Sterling or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Park Sterling or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that Park Sterling or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Park Sterling or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Park Sterling or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Park Sterling shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Park Sterling, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Park Sterling or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, Park Sterling or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Park Sterling or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
 - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the

Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- D. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Park Sterling, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Park Sterling or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Park Sterling's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Park Sterling or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Park Sterling or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Park Sterling or its Beneficiaries to obtain the applicable permits

from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,

- 7). Failure by Park Sterling or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Park Sterling's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should Park Sterling or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Park Sterling or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Park Sterling or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, , and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Park Sterling and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Park Sterling and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Park Sterling or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Park Sterling or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Park Sterling and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Park Sterling or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the

Department may have against any person, firm, or corporation other than Park Sterling and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Park Sterling and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY PARK STERLING

19. Park Sterling retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Park Sterling and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, Park Sterling and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Park Sterling and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Park Sterling or its Beneficiaries. Park Sterling and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY PARK STERLING AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Park Sterling and its Beneficiaries agree not to assert any claims or causes of action

against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

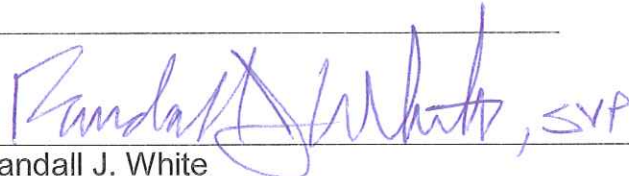
Reviewed by Office of General Counsel

PARK STERLING BANK

BY:

DATE:

5/9/13

Handwritten signature of Randall J. White, SVP

Randall J. White
Senior Vice President

APPENDIX A

Park Sterling Bank

Application for Non-Responsible Party Voluntary Cleanup Contract

February 15, 2013



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Park Sterling Bank

4. Contract Signatures for this Applicant

a. Authorized Signatory

Randall J. White Senior Vice President randy.white@parksterlingbank.com
Name Title Email
216 Adley Way (864) 877-0747
Address Phone1 Phone2
Greenville South Carolina 29607
City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

1043 E. Morehead Street

201

Street address

Suite Number

Charlotte

North Carolina

28204

City

State

Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in North Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

_____	_____
_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1415 Emerald Road

b. County Greenwood County

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Emerald Road Project

Tech-Wood USA, LLC

11. Total Size of Property Covered by this Contract 64.32 Acres

12. How many parcels comprise the Property? Two

13. Current Zoning (general description)

Commercial / Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 6877-109-021
b. Acreage 35.66
c. Current Owner Emerald Road Project, LLC
d. Owner Mailing Address PO Box 1227
Greenwood, SC 29648
e. Contact Person for Access Randall J. White
f. Access Person's Phone # (864) 877-0747
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 6876-183-935
b. Acreage 28.66
c. Current Owner Emerald Road Project, LLC
d. Owner Mailing Address PO Box 1227
Greenwood, SC 29648
e. Contact Person for Access Randall J. White
f. Access Person's Phone # (864) 877-0747
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 7/2011
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Property will be sold at the earliest commercially reasonable opportunity for commercial/industrial redevelopment.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number _____
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: The current owner is not in a position to pay taxes.
Redevelopment will return property to productive use and payment of taxes.

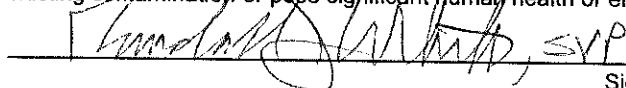
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property Shortly after the NRP VCC is executed.

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

Spero Corporation
Company

119 Southeast Main Street	Simpsonville	South Carolina	29681
Address	City	State	Zip
Stan Johnson		(864) 965-5500	sjohnson@sperocor.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email
Lisa Trull		(864) 965-5500	
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2 email

24. Legal Counsel (Optional)

Haynsworth Sinkler Boyd, P.A.

Firm

Carlisle Roberts, Jr.

(803) 540-7851

(803) 779-3080

Attorney

Phone1

Phone 2

PO Box 11889

Columbia

SC

29211

croberts@hsblawfirm.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

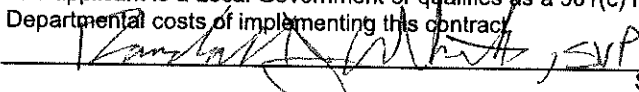
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Spero Corporation

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

Moore Wallace North America

☒ The Applicant believes the Department already has all environmental data in its files on: Emerald Road Project☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Northern Tract
Mailing Addresses of Former Owners and Operators

The Barnabus Fund (01/03/2008)
Henry A. Dorn
1317 Montague Avenue
Greenwood, SC 29649

Pierce and Betty Stockman (02/05/1996)
1142 Reynolds Avenue
Greenwood, SC 29649

National Realty Sales (01/02/1984)

County of Greenwood (1968)
Park Plaza
600 Monument Street, Suite 102, Box P-103
Greenwood, SC 29646

E.W. Milford & W.P. Watkins (09/24/1947)

Ed Mays (unknown)

Southern Tract
Mailing Addresses of Former Owners and Operators

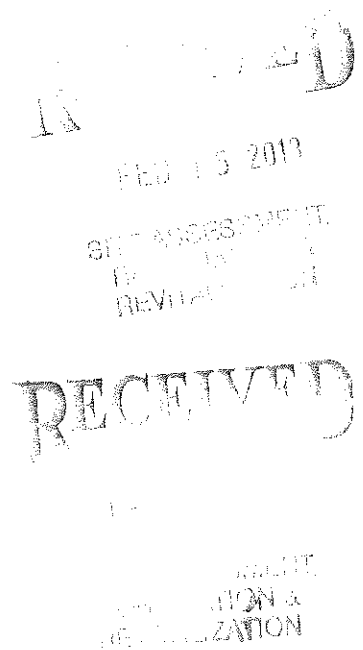
Moore Wallace North America (12/27/2005)
CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

County of Greenwood (1964)
Park Plaza
600 Monument Street, Suite 102, Box P-103
Greenwood, SC 29646

E.W. Milford (07/10/1948)

Grace Emmett (12/05/1925)

G.J. Duckett (unknown)



**Northern Tract
Property Description**

Prepared by:

Tinsley, & Adams, LLP.
418 Main Street, P. O. Box 1506
Greenwood, SC 29648

6877-121-060
cut JB

20080000941
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
01-31-2008 12:46 PM
REC FEE: 11.00
STATE TAX \$ 1159.60
COUNTY TAX \$ 490.60

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

DEED
BY CORPORATION OR PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that THE BARNABUS FUND (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these presents by EMERALD ROAD PROJECT, LLC (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

Instrument Book Page
20080000941 1087 227

All that certain piece, parcel or tract of land together with improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, being more particularly shown and designated as Tract B on survey prepared by Davis & Floyd, Inc., dated November 8, 2007, and recorded in Plat Book 133, at Page 79, which is incorporated herein by reference and made part and parcel hereof. According to said plat of survey Tract B contains 35.66 acres and has such courses, distances, metes and bounds as will more fully appear by reference to the aforesaid plat of survey and is bounded by the Seaboard Coastline property on the south; on the southeast by property, now or formerly, of Carolina Pride Foods, Inc.; on the northeast and north by Tract A; and on the west by Old Brickyard Road. Reference is made to the aforesaid plat of survey for courses, distances, metes and bounds.

Also included is all of grantor's right, title and interest in the property lying between the southern boundary of the property above described and the centerline of the Seaboard Coast Line Railroad.

This is the identical property conveyed to The Barnabus Fund by deed of A. Pierce Stockman and Betty C. Stockman dated January 3, 2008, and recorded in Deed Book 1083, at Page 220, in the OCC for Greenwood County.

The within described property is also subject to existing easements shown and noted on aforesaid plat of survey (and otherwise of record or in place) and also to the following SPECIAL CONDITIONS:

Grantee's Mailing Address: 1415 EMERALD ROAD, GREENWOOD, SC 29646

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

CURVE TABLE

**Southern Tract
Property Description**

EXHIBIT ALegal Description

ALL that piece, parcel or tract of land situate, lying and being in the County of Greenwood, State of South Carolina and located on the northerly side of S.C. Highway No. 100 at its junction with S.C. Highway No. 51, containing 30 acres, more or less, all as shown on plat of J. Hearst Coleman Co., Inc., Greenwood, S.C. dated October 22, 1964 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 15, at page 155 C, entitled, "Plat Showing 30 Acre Tract To Be Conveyed To Moore Business Forms, Inc. by E. W. Milford," such tract being described as follows:

Commencing at a point on the easterly side of S.C. Highway No. 51, which point marks the westerly corner of this triangular tract, the southerly side of the property of the Seaboard Air Line Railroad on which the main line is located, and the easterly side of the right of way of S.C. Highway No. 51, running thence N 85°08' E 2,081.05 feet along the southerly side of the property of Seaboard Air Line Railroad to a point on the boundary of the Seaboard Air Line Railroad property, which extends 50 feet from the centerline of the railroad track in each direction; thence S 04°52' E 1,219.53 feet, more or less, to a point on the right of way of S.C. Highway No. 100; thence N 65°18' W 2,113.39 feet, more or less, along the right of way of S.C. Highway No. 100 to a point; thence northwesterly along the northerly boundary of the right of way of S.C. Highway No. 100 on the acre subtended by a chord N 60°48' W 226.39 feet to a point; thence N 52°46' W 74.57 feet, more or less, to the point of beginning, such tract being triangular in shape and bounded on the south and southwest by S.C. Highway No. 100; on the north by property of Seaboard Air Line Railroad Company; and on the east by other property now or formerly E. W. Milford.

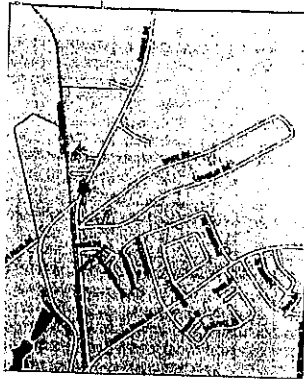
TOGETHER WITH that certain strip of land lying and being in the County of Greenwood, State of South Carolina and on plat of J. Hearst Coleman Co., Inc., Greenwood, S.C. dated September 25, 1964 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 13, at page 110, entitled, "Sketch Showing Easement To Be Released by Seaboard Air Line Railroad to Moore Business Forms, Incorporated," such tract being described as follows:

Beginning at a point in the northeasterly line of South Carolina No. 100 located 50 feet southerly, measured at right angles from the centerline of the main railroad track and 162.12 feet westerly from Seaboard Air Line Railroad's Mile Post 420; thence easterly and parallel with the center line of said main track for a distance of 2,081.05 feet to a point; thence southerly, at a right angle, for a distance of 50 feet to a point; thence westerly and parallel with the center line of such main track for a distance of 2,081.05 feet to a point; thence northerly at a right angle for a distance of 50 feet to point of beginning.

TMS No.: 6876-183-935

DERIVATION: Deed to Moore Business Forms, Inc. from E. W. Milford dated October 23, 1964 and recorded December 2, 1964 in the Office of the Clerk of Court for Greenwood County in Deed Book 184, at page 237; AND Deed to Moore Business Forms, Inc. from Seaboard Air Line Railroad Company dated October 22, 1964 and recorded December 2, 1964 in the Office of the Clerk of Court for Greenwood County in Deed Book 185, at page 23.

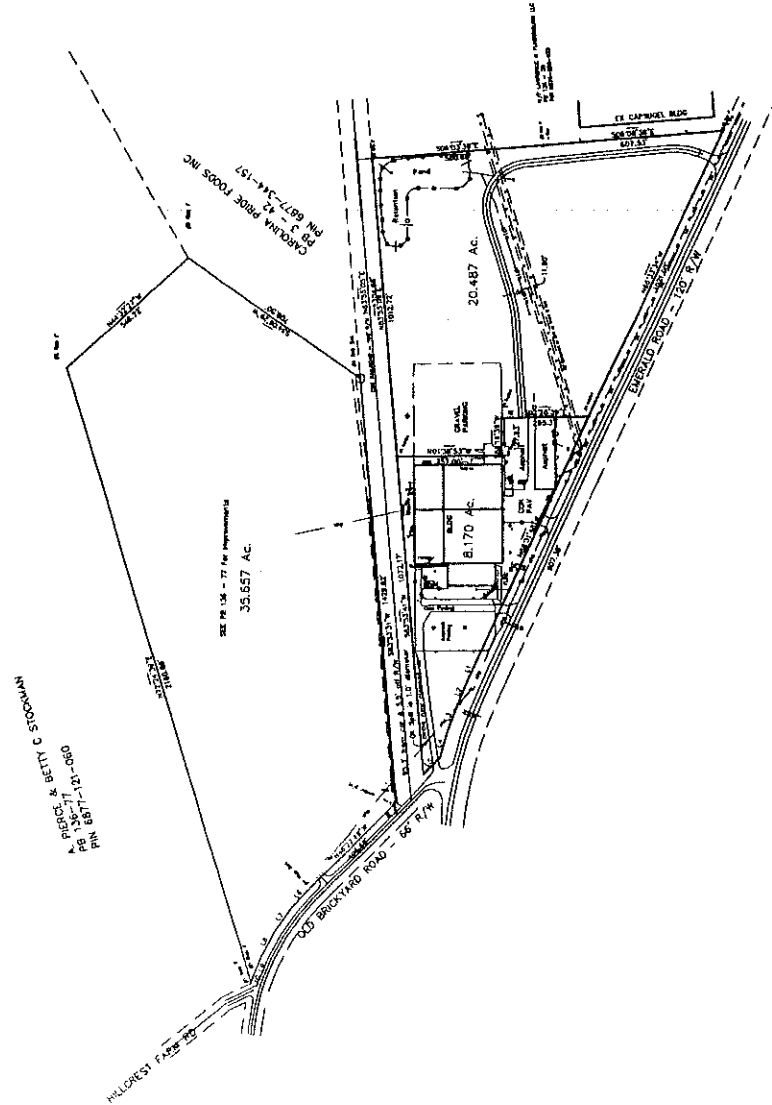
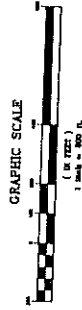
CH-151109v1



LEGEND

- POWER POLE
- EMERALD POWER
- COAL TANK
- SAN SEWER
- SAN MANHOLE
- LIGHT POLE
- CHAIN LINE FENCE
- TYPE B STEEL DRIVE BOX
- HOSE SIZED BY FIRE HYDRANTS
- FIRE HYDRANT
- POST HOUSING VALVE
- WATER VALVE
- WATER METER
- TELEPHONE pedestal
- CATCH BASIN DRIVE
- MONITORING WELL

LINE	LENGTH	BEARING
1	75.22	S66°27'14"E
2	85.15	S68°14'07"E
3	84.75	S70°45'28"E
4	84.75	S71°00'00"E
5	61.64	N45°22'10"W
6	87.29	N45°20'10"W
7	84.75	N45°20'10"W
8	84.75	N45°20'10"W
9	71.31	N45°20'10"W
10	25.19	N70°52'45"W



ASSULT SURVEY For EMERALD ROAD PROJECT LLC OF 64.324 AC AT TECHWOOD ON EMERALD ROAD - GREENWOOD PWS 6876-183-935 & 6877-109-021	
COUNTY OF GREENWOOD SOUTH CAROLINA	
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, & BELIEF THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PROFESSIONAL SURVEYING IN THE STATE OF SOUTH CAROLINA, AND THAT THE SURVEY EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO BUILDINGS ENCROACHING OTHER THAN SHOWN, -PLANNED- THEREON-	SEPT. 3, 2009 & Rev 8-4-08 JOHN H. WELBORN 1416 HWY. 72 WEST GREENWOOD, S. C. 29649 (864) 223 - 5903 JOHN H. WELBORN, P.L.S. # 5723B
SOUTH CAROLINA DEPT. OF REVENUE REC-100	